

## **AGREEMENT FORM**

This agreement, made this **18<sup>th</sup>** day of **March 2014** at West Lafayette, Indiana, by and between the Board of Public Works and Safety for the City of West Lafayette, Indiana (hereinafter referred to as the "City") and **Tecton Construction Management** (hereinafter referred to as the "Contractor").

### **WITNESSETH:**

That in consideration of the mutual covenants hereinafter set forth, the City and the Contractor agree as follows:

#### **Article 1: SCOPE OF WORK**

The Contractor shall furnish all labor and tools and equipment and do all things required to complete the scope of work as outlined under "Attachment A – Scope of Services".

#### **Article 2: PAYMENT**

The City shall pay to the Contractor, in full and complete payment for all performance of the Contract, in current funds, not to exceed the sum of **\$35,000.00 (thirty five thousand dollars and zero cents)**.

#### **Article 3: CONTRACT DOCUMENTS**

The contract documents include this agreement and the Contractor's certification of insurance, together with any plans and subsequent addenda.

Said documents are hereby incorporated into and made a part of this agreement the same as if herein fully set forth.

#### **Article 4: SEVERANCE**

The intent of the parties is that this agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

It is understood and agreed that partial payments may be made for the mutual convenience of the City and Contractor but shall not be construed as the City's acceptance of a part or portion of the work. Acceptance is to only in the manner prescribed in the General Conditions.

#### **Article 5: RECORDS**

The Contractor will maintain proper records for review by the City.

#### **Article 6: DATE OF COMPLETION**

The Contractor agrees that he will have the work contained in this contract completed by June 1, 2014.

#### **Article 7: PREVAILING PARTY – ATTORNEY FEES**

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

#### **Article 8: ENGAGING IN ACTIVITIES WITH IRAN**

By signing this Contract, Contractor certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

#### **Article 9: E-VERIFY**

Contractor shall comply with E-Verify Program as follows:

- a. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- b. Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractors subsequently learns is an unauthorized alien. If Contractor violates this Section 9(b), the City shall require Contractor to remedy the violation not later than thirty (30) days after the City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the contract for breach of contract. If the City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to the City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

c. If Contractor employs or contracts with an unauthorized alien but the City determines that terminating the contract would be detrimental to the public interest or public property, the City may allow the contract to remain in effect until the City procures a new contractor.

d. Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 7(d), Contractor may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Contractor or the subcontractor.

e. By its signature below, Contractor swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the City that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

#### **Article 10: NON-DISCRIMINATION**

Contractor agrees:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. That the City may deduct from the amount payable to the contractor a penalty of five dollars (\$5.00) for each person for each calendar day during the which such person was discriminated against or intimidated in violation of the provisions of the contract;

d. If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by City and all money due or to become due hereunder will be forfeited.

## **Article 11: INSURANCE**

The Contractor shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

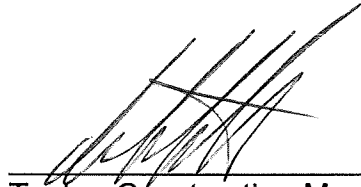
General Liability (including automobile) – combined single limit of \$1,000,000.00;

Workers' Compensation – statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The Contractor shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the City.

**IN WITNESS WHEREOF** we have set our hands the day and year first above written.



Tecton Construction Management

Michael J. Witteveen  
President & C.O.O

## **BOARD OF PUBLIC WORKS AND SAFETY**

\_\_\_\_\_  
John R. Dennis, Mayor

\_\_\_\_\_  
Sana G. Booker, Member

\_\_\_\_\_  
Bradley W. Marley, Member

\_\_\_\_\_  
Jonathan C. Speaker, Member

ATTEST: \_\_\_\_\_  
Judith C. Rhodes, Clerk-Treasurer

## **EXHIBIT A**

### **West Lafayette City Hall Building**

#### **Scope of Work:**

##### **Part A (Project Review)**

In recent months the city building has sustained multiple interior water leaks that have dispensed thousands of gallons of water throughout the structure. While cleaning up the water damage, additional building envelope water, moisture, and insulation problems were discovered. The presence of mold was identified in areas other than the water damage locations.

In light of all potential health hazards the building was vacated. With full access to enter the building an investigative study should be able to fully determine the extent of current/new building damage & chronic old damage. In addition to building repairs for health reasons the building and site are well out of sync with current energy and ADA codes.

Finally there are many components of the building that are at or past their useful life span. Examples of these include HVAC system, plumbing fixtures, windows, electric service, masonry, concrete elements, etc.

##### **Part B (Investigation Detail)**

A physical inspection will be performed over the entire building and site. Additionally, any apparent asbestos will be tested and identified. Any identified mold will be located and quantified. Remediation will be performed as directed by owner. Testing is included with in this scope of work but remediation costs are not included as the scope has yet to be determined. Chronic building problems will be researched and remedies will be detailed and budgeted in the final report.

The specific outline of work to be performed is as stated below:

1. Building inspection and analysis:

- Quantify all the water damage
- Quantify all the mold remediation repairs
- Define all building repairs needed
- Define all code and current energy related required modifications
- Determine possible causes of chronic building issues
- Determine end of life replacement needs
- Documentation and Writing summary report

2. Estimates and Budgeting:

- Total Building demolition and site preparations
- Cost to cure water/mold damage and stabilize the building
- Cost to renovate to current code and energy standards & better utilization of space

3. Documentation and Summary Report

- Report to be written so a lay person should be able to understand
- Detailed cost summaries and break out cost included
- Picture summary of existing conditions included